

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Giovanni Moss, Director, Housing and Community Development,
954-797-1226

PREPARED BY: Giovanni Moss, Director, Housing and Community Development

SUBJECT: Resolution

AFFECTED DISTRICT: Town-wide

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: GRANT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE HOME DEPOT U.S.A., INC. AND AUTHORIZING ACCEPTANCE AND EXECUTION OF THE GRANT.

REPORT IN BRIEF: The Housing and Community Development Department applied for a grant through The Home Depot Community Foundation for a community project in the Orange Park Target Area. The grant was approved and \$5,000 was awarded to the Town. The grant funds will be used for a landscaping improvement project to the Orange Park Community Center.

PREVIOUS ACTIONS: None

CONCURRENCES: None

FISCAL IMPACT: Yes

Has request been budgeted? No

If yes, expected cost:

Account name and number:

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution, Grant Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE
ACCEPTANCE
OF A GRANT FROM THE HOME DEPOT U.S.A., INC. AND AUTHORIZING
ACCEPTANCE
AND EXECUTION OF THE GRANT.

WHEREAS, The Town of Davie Housing and Community Development applied
for a grant through The Home Depot U.S.A., Inc.; and

WHEREAS, The Town of Davie Housing and Community Development
Department was approved for the grant for a community project in the amount of \$5,000;
and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie hereby supports and
authorizes the Town Administrator and/or appropriate staff to accept grant funds from the
The Home Depot U.S.A., Inc.

SECTION 2. The Town Council authorizes the Town Administrator and/or
appropriate staff to accept and implement grant funding,

SECTION 3. The Town Council authorizes the Town Administrator and/or
appropriate staff to execute all necessary grant documents and reports.

SECTION 4. This Resolution shall take effect immediately upon its passage and
adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2010.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2010.



Home Depot U.S.A., Inc. ("The Home Depot")
Grant Contract
GRANT NO.: 10584

ORGANIZATION: Town of Davie Housing and Community Development
Department

4700 SW 64 Ave Suite D
Davie, FL 33314

CONTACT NAME: Melanie Lerch

DATE: 2/17/2010
11/17/2010

AMOUNT: \$5,000
NO. OF PAYMENTS: 1
GRANT REPORT DUE:

PURPOSE: Orange Park Community Project

1. Use of Grant Funds You may use the grant funds only for the charitable purposes outlined above.

You acknowledge that The Home Depot has not earmarked the use of the grant funds or any portion thereof for any other organization or individual.

You further acknowledge that either the grant funds will be expended as specifically itemized line by line in the proposal budget or that any deviation from such line-by-line itemized budget will be approved by Home Depot.

2. Payment of Grant Funds The grant funds will be paid by The Home Depot in one installment unless noted otherwise above. However, any payments for the following years will be contingent upon satisfactory progress on the project and our receipt of documentary evidence of such progress as stated below.

3. Quality of Work Both the quality of the work done and your progress toward achieving the goals of the grant will be reviewed by The Home Depot. Your progress may be monitored by on-site visits by representatives of The Home Depot. In particular, The Home Depot will be monitoring the continued commitment of personnel involved in the work of the grant. In addition, The Home Depot will, throughout the term of the grant, consider whether continuation of the work of the grant is in the interest of the general public. If The Home Depot is not satisfied with the quality of your work or the progress toward achieving the goals of the grant, if The Home Depot is of the opinion that you are incapable of satisfactorily completing the work of the grant, or if The Home Depot determines that continuation of the grant is not reasonably in the interest of the general public, The Home Depot may, in its discretion, (i) withhold payment of grant funds until in its opinion the situation has been corrected, or (ii) declare the grant terminated. The Home Depot's determination as to the quality of work being performed, the progress being made toward the goals of the grant, your ability to satisfactorily complete the work of the grant, and whether continuation of the work of the grant is in the interest of the

general public will be final and will be binding and conclusive upon you insofar as further grants payments are concerned.

4. Certification and Maintenance of Exempt Organization Status You certify that you have been determined by the Internal Revenue Service to be a tax-exempt organization under Section 501(c)(3) of the Code, and "not a private foundation," within the meaning of Code Section 509(a), or in the absence of such a determination, that you are a state or any political subdivision thereof within the meaning of Code Section 170(c)(1), or public schools, or a state college or university within the meaning of Code Section 511(a)(2)(B) (referred to hereafter as a "Public Charity"). You will immediately inform The Home Depot of any change in or challenge to your status as a Public Charity. Furthermore, you hereby affirm that this grant will not cause you to fail to qualify as a Public Charity. You will comply with the provisions of the Code and the regulations hereunder applicable to you as a Public Charity and will not violate any other statute or regulation applicable to you where such violation materially affects your ability to carry out the goals of the grant.

5. Annual Report If this grant period is longer than 12 months, submission of an annual report is required. Please submit a full and complete interim report to The Home Depot on the use of the grant funds, compliance with the terms of the grant, and the progress made toward achieving the goals of the grant each year on the grant anniversary date in an electronic format.

6. Final Report One month after the project end date or before 11/17/2010, you will make a final report with respect to all expenditures made from such grant funds (including salaries, travel and supplies) and indicating the progress made toward the goals of the grant in the online format provided by the grantor. The online report format can be accessed by logging back into your "My Account" page at https://www.grantrequest.com/SID_248.

7. Interim Reports In addition to the annual report and final report required by paragraphs 5 and 6, you will also submit other such interim reports as The Home Depot may reasonably request, and your personnel will confer with The Home Depot personnel or consultants at the reasonable request of The Home Depot regarding expenditures, records and progress of the grant project.

8. Records You will maintain your books and records in such a manner that the receipts and expenditures of the grant funds will be shown separately on such books and records. You will keep records of receipts and expenditures of grant funds as well as copies of the reports submitted to The Home Depot and supporting documentation for at least **four (4) years** after the completion of the use of the grant funds, and will make such books, records, and supporting documentation available to The Home Depot for inspection at reasonable times from the time of your acceptance of this grant through such period.

9. Acknowledgment of Support All manuscripts, papers, releases, exhibits or interviews prepared for scientific meetings, the public or private press, magazines, periodicals, radio, television or other means of communication dealing with the activities or achievement of

the work of the grant shall acknowledge The Home Depot's support as agreed to by Home Depot in writing. All such material shall be submitted to The Home Depot for written approval prior to use.

10. Violation of Terms; Change of Status In the case of any violation by you of the terms and conditions of the grant, including but not limited to not executing the work of the grant in substantial compliance with the proposal, or in the event of any change in or challenge by the Internal Revenue Service of your status as a Public Charity, The Home Depot reserves the right in its absolute discretion to terminate the grant. The Home Depot's determination will be final and will be binding and conclusive upon you.

If annual or interim reports are not received in a timely manner, The Home Depot may withhold payment until the outstanding report is received, and may terminate the grant if any such report is not received within a reasonable time (no more than thirty [30] days) following the date on which it was due.

11. Termination Upon termination of this grant for any reason, The Home Depot will withhold any further payments of grant funds and you will repay to The Home Depot any portion of the grant funds that were not spent for the grant project.

12. Modification This agreement sets forth all terms of the grant and replaces all prior understandings and agreements. Any modification or amendment will be made only in writing signed by an authorized officer of your organization and of The Home Depot.

13. Applicable Law This agreement will be construed in accordance with the laws of the State of Georgia, without regard to its conflict of law principles.

HOME DEPOT U.S.A., INC.

February 17, 2010

Jennifer Perrette, Community Affairs Manager

Date

Accepted by:

Executive Director

Date

Organization Name